

.	<p align="center">Request for Quotations</p> <p align="center">RFQ: VSQ10-168</p>	<p align="center">Arizona Department of Veterans' Services 4141 N. 3rd Street Phoenix, AZ 85012 Phone : (602) 263-1814</p>
---	---	---

SOLICITATION NUMBER: VSQ10-168

SOLICITATION DUE DATE/TIME: August 21, 2009 at 3:00 P.M. Mountain Standard Time

SITE WALK THRU: August 11, 2009 at 10:00 A.M. Mountain Standard Time

CONTRACT DELIVERY: Upon Award

DESCRIPTION OF PROCUREMENT: Nail Technician

SOLICITATION SUBMITAL: **OFFERS MAY BE SUBMITTED BY FACSIMILE TO 602-297-6683
OR DELIVERED TO THE FOLLOWING ADDRESS.**

Arizona Department of Veterans' Services
Arizona State Veterans Home
4141 N. 3rd Street
Phoenix, Arizona 85012

In accordance with A.R.S. §41-2535, A.A.C.R2-7-336. Quotations for the materials or services specified will be received by the Arizona Department of Veterans' Services Procurement Office at the above specified location until the time and date cited above.

Quotations must be in the actual possession of the Arizona Department of Veterans' Services Procurement Office on or prior to the time and date, and at the submittal location indicated above. **Late Quotations will not be considered.**

Although it is recommended that Quotations be returned via facsimile, quotations may also be completed in ink or typewritten and delivered to the above address.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Chief Procurement Officer:

Barbara Dull

Telephone Number:

602-263-1828

Date:

Solicitation Contact Person:

Diana Martinez

Telephone Number

602-263-1814

E-mail: dmartinez@azdvs.gov

Request for Quotations

RFQ: VSQ10-168

**Arizona Department of
Veterans' Services
4141 N. 3rd Street
Phoenix, AZ 85012
Phone : (602) 263-1814**

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name: _____

Federal Employer Identification Number:

Signature of Person Authorized to Sign Offer

Company Name

Address

Printed Name

City State Zip Code

Title

Phone: _____

Fax: _____

E-mail Address: _____

CERTIFICATION

By signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. Executive Order 2004-09 requires all State of Arizona agencies to track and report solicitations distributed and awarded to Small, Women-Owned and/or Minority-Owned firms. A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and employs fewer than 100 employees OR has less than 4 million in annual sales. To qualify as a minority or women-owned business, the firm must be at least 51% minority or woman owned. When practical, purchases/contracts less than \$50,000 will be made from small businesses.
3. **The bidder certifies that the above referenced organization ____ is/ ____ is not a small business with less than 100 employees or has gross revenues of \$4 million or less.**
4. In accordance with A.R.S. § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran.
5. In accordance with A.R.S. §35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, ect., and the Contractor's Offer as accepted by the State
This contract shall henceforth be referred to as Contract No. _____

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed
The Offer is hereby accepted.

State of Arizona
Awarded this _____ day of _____, 2009

Barbara Dull, Chief Purchasing Officer

	<p style="text-align: center;">Instructions for Quotations</p> <p style="text-align: center;">RFQ: VSQ10-166</p>	<p style="text-align: center;">Arizona Department of Veterans' Services 4141 N. 3rd Street Phoenix, AZ 85012 Phone : (602) 263-1814</p>
--	--	--

Uniform Instructions to Offerors and Uniform Terms and Conditions: The State of Arizona's Uniform Terms and Conditions and Instructions to Offerors are hereby incorporated by reference. It is the offeror's responsibility to obtain the current revision of these documents. These documents may be accessed through Enterprise Procurement Services (EPS) at <http://www.azeps.az.gov> or (602) 542-5511 and by calling the Arizona Department of Veterans' Services (602-263-1814).

1. **Opening:** This is an informal quotation, which will not be read at a public opening; however, the information may be publicly reviewed after an award.
2. **Submission:** Quotations shall be signed by the offeror where applicable and delivered as designated no later than the date and time indicated on the first page of the document.
3. **Bid Rejection:** The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.
4. **Erasure:** Erasures, inter-lineation or other modifications must be initialed by the individual signing the Request for Quotation.
5. **Site Walk Thru:** A Site Tour will be scheduled for August 11, 2009 at 10:00 a.m. The Contractor will be taken on a tour of the facilities. The Contractor will be given the opportunity to carefully examine the entire site of the task and to make all necessary equipment and scheduling arrangements to complete all of the work in accordance with the specifications attached hereto. If the Contractor is unable to attend the walk-thru on the date scheduled, contact Barbara Dull at (602) 263-1828 to re-schedule.
6. **Evaluation (RFQ):** In accordance with the Arizona Procurement Code 41-2535, procurements not exceeding an aggregate amount of fifty thousand dollars (\$50,000), awards shall be made to the responsible bidder submitting the quotation that is most advantageous to the state and conformance to the following evaluation factors. The evaluation factors are listed in the relative order of importance.
 - a. **Cost:** Offeror shall provide firm, fixed prices in the space provided on the Price Sheet. Prices shall include all charges associated with completion of the services as described herein.
 - b. **Resumes:** The Offeror shall submit resumes of each key personnel responsible for providing services under any resultant contract. The resumes shall include at a minimum, but not limited to the following information: identify key personnel's job title; description of academic background, degrees, licenses and certifications; description of services offered and information on related experience in a long term care facility.
 - c. **Verification of License and Training:** The Offeror shall submit description on process to verify that employees maintain current licenses and training requirements.
 - d. **Copies of Licenses:** The Offeror shall submit copies of licenses of all key personnel providing services to ADVS.
 - e. **References:** The Offeror shall submit the names and telephone numbers of contact for three similar sized organizations where services of a similar nature have been preformed. At least three (3) references must be submitted on the offeror's prior experience questionnaire. The contractor shall provide references on Attachment A, page 18.
7. **Single Award Contract:** This is an all or nothing solicitation. All items within this solicitation have been grouped together for purposes of obtaining these items collectively from a single source due to such factors as delivery location, pricing advantage, compatibility, etc. To be considered for award of this solicitation, the offeror is required to provide prices on all items within this solicitation. Failure to provide pricing for any item within the solicitation shall result in the offeror being declared non-responsive and ineligible to receive an award.
8. **Clarifications:** Upon receipt and opening of proposals submitted in response to this solicitation, ADVS may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the offerors the opportunity to alter or change its proposal.
9. **Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve ADVS or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the United States shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.
10. **Federal Immigration Laws, Compliance by State Contractors:** By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all

	<p style="text-align: center;">Instructions for Quotations</p> <p style="text-align: center;">RFQ: VSQ10-166</p>	<p style="text-align: center;">Arizona Department of Veterans' Services 4141 N. 3rd Street Phoenix, AZ 85012 Phone : (602) 263-1814</p>
--	--	--

proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

11. **Vendor Registration:** Prior or issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9 Form on file with the Financial Services Division. No payments shall be made until the forms are on file. The W-9 Form may be accessed through the ADOA General Accounting website www.gao.state.az.us/vendor/.
12. **Inquiries:** Any questions related to a solicitation must be directed to Diana Martinez (602) 263-1814... Questions should be submitted in writing when time permits. The Contract Officer may require any and all questions to be submitted in writing at the Contract Officer's sole discretion. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page, and paragraph number. However, the Offeror must not place the solicitation number on the outside of any envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official solicitation due date and time.
16. **Vendor Registration:** Prior or issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9 Form on file with the Financial Services Division. No payments shall be made until the forms are on file. The W-9 Form may be accessed through the ADOA General Accounting website www.gao.state.az.us/vendor/.

Special Terms and Conditions

RFQ: VSQ10-166

**Arizona Department of
Veterans' Services
4141 N. 3rd Street
Phoenix, AZ 85012
Phone : (602) 263-1814**

1. **Purpose:** Pursuant to provisions of the Arizona Procurement Code, ARS 41-2501 et seq., the State of Arizona, Arizona Department of Veterans' Services intends to establish a contract for the materials or services as listed herein.
2. **Term Of Contract (1 Year):** The term of the resultant contract shall commence upon award and shall remain in effect for one year unless terminated, canceled, or extended as otherwise provided herein.
3. **Contract Extension (2 Years):** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to one year for a maximum of two (2) years. The contract term shall not exceed a total of \$50,000 from the effective date of the contract.
4. **Contract Type:**
☒ Fixed Price
5. **Licenses:** The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.
6. **Price Adjustment (After 1 Year):** The Arizona Department of Veterans' Services may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Arizona Department of Veterans' Services shall determine whether the requested price increase or an alternate option is in the best interest of ADVS. The price increase adjustment, if approved, will be effective up on the renewal date.
7. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of the contract and shall become effective upon notice.
8. **Key Personnel:** It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract.

If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.
9. **State Property Protection:** Offeror shall protect its equipment from damage and shall protect state property from damage or loss in connection with performance of this contract. The Offeror shall be liable for any damage, injury or loss caused by its operations or those of its employees.
10. **Travel Expenses:** Travel and living expenses incurred by Offeror and Offeror's subcontractors, if any, shall be the responsibility of Offeror and will not be reimbursed by ADVS.
11. **Estimated Usage:** ADVS anticipates considerable activity resulting from contract that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning usage actually acquired and the fact should be taken into consideration by each potential contractor.
12. **Confidentiality Records:** The Contractor shall establish and maintain procedures and controls acceptable to ADVS for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained from the State or others, necessary for contract performance. The contractor shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.
13. **Contract:** The contract between ADVS and the Contractor shall consist of the solicitation as amended, any request for clarifications and/or best and final offers, the proposal submitted by the contractor, their responses to any request for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the

	Special Terms and Conditions	Arizona Department of Veterans' Services 4141 N. 3rd Street Phoenix, AZ 85012 Phone : (602) 263-1814
--	-------------------------------------	---

RFQ: VSQ10-166

provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, ADVS reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the contractor's proposal. In all other matters not affected by written clarification, if any, the solicitation shall govern.

14. **Independent Contractor:** The Contractor shall represent himself as an independent contractor and shall not represent himself as an employee of the State. The Contractor shall be responsible for all taxes, FICA, employee fringe benefits, workers compensation, and employee insurances.
15. **Amendments:** Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the Arizona Department of Veterans' Services. Any such amendment shall specify an effective date, any increase or decreases in the amount of the Contractors' compensation if applicable and entitled as an "Amendment," and signed by the parties identified in the preceding sentence. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any persons, shall be used or construed as an amendment or modification or supplementation to the contract.
16. **Authority to Contract:** This contract activity is issued under the authority of the Department of Veterans' Services, Purchasing Officer. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Purchasing Officer of the Department of Veterans' Services in the form of an official contract amendment. Any attempt to offer any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the Legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
17. **Availability of Funds for Next Fiscal Year:** Funds are not presently available for performance under this contract beyond the current fiscal year. The State's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the State for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.
18. **Cancellation (Immediate):** This contract is critical to the State of Arizona and the State reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any term, promise, or condition of the contract. The State will issue written notice of default effective at once and not deferred by any interval of time.
19. **Safety Standards:** All equipment and/or supplies utilized under this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and The National Fire Protection Association Standards and Maricopa County Regulations (VOC's).
20. **Ordering Instructions:** Authorization for purchases under the Terms and Conditions of this contract will be made only upon issuance of a purchase document signed by an authorized agent. The purchase document will specify the service requested, delivery instructions and any other pertinent information required. All State and vendor documents must reference the resultant purchase document by number.
21. **Payment:** The state will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.
22. **Transition Period:** The Contractor shall attend transition meetings with the previous contractor if deemed necessary by the ADVS. ADVS reserves the right to permit the previous contractor to complete necessary work or tasks currently in progress to aid in the transition period.

Special Terms and Conditions

RFQ: VSQ10-166

**Arizona Department of
Veterans' Services
4141 N. 3rd Street
Phoenix, AZ 85012
Phone : (602) 263-1814**

23. Indemnification Clause:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

Insurance Requirements:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- A. **Minimum Scope And Limits Of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$1,000,000
• Products – Completed Operations Aggregate	\$ 500,000
• Personal and Advertising Injury	\$ 500,000
• Blanket Contractual Liability – Written and Oral	\$ 500,000
• Fire Legal Liability	\$ 25,000
• Each Occurrence	\$ 500,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000

Special Terms and Conditions

RFQ: VSQ10-166

**Arizona Department of
Veterans' Services
4141 N. 3rd Street
Phoenix, AZ 85012
Phone : (602) 263-1814**

Disease – Policy Limit

\$ 100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions:
 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.
- D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State of Arizona Department Representative's Name and Address)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**
- F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

	Special Terms and Conditions	Arizona Department of Veterans' Services 4141 N. 3rd Street Phoenix, AZ 85012 Phone : (602) 263-1814
--	-------------------------------------	---

RFQ: VSQ10-166

24. **Federal Immigration Laws, Compliance by State Contractors:** By entering into the Contract, the Contractor warrants compliance with Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verifications forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the state suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

25. **Americans with Disability Act of 1990:** The Contractor shall comply with the Americans with Disability Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. 41-1492, et seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals. People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice.

26. **Health Insurance Portability And Accountability Act Of 1996 (HIPAA):** The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the Arizona Department of Veterans' Services (ADVS) in the course of performance of the contract so that both the ADVS and Contractor will be in compliance with HIPAA and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADVS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

27. **Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

28. **Pandemic Contractual Performance:**

1. The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - a) Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
 - b) Alternative methods to ensure there are products in the supply chain.
 - c) An up to date list of company contacts and organizational chart.
2. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
 - a) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
 - b) The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code.
 - c) Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

	Special Terms and Conditions	Arizona Department of Veterans' Services 4141 N. 3rd Street Phoenix, AZ 85012 Phone : (602) 263-1814
--	-------------------------------------	---

RFQ: VSQ10-166

29. **E-Verify Requirement:**

1. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
2. A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

	Special Terms and Conditions	Arizona Department of Veterans' Services 4141 N. 3rd Street Phoenix, AZ 85012 Phone : (602) 263-1814
--	-------------------------------------	---

RFQ: VSQ10-166

1. **Introduction:** The Arizona Department of Veterans' Services (ADVS) intends to establish a contract for the materials and services as listed herein.
2. **Background:** The Arizona Department of Veterans' Services (ADVS), Arizona State Veteran Home (ASVH), operates a skilled nursing facility located at 4141 N. 3rd Street, Phoenix, Arizona 85012. This location is a 200-bed facility. The ASVH is in operation seven days a week, 24-hours a day. This is a state-owned and operated facility built to serve the long-term needs of the veterans (and spouses) of Arizona.

The 200 beds are divided into four 50-bed units with one hundred fifty (150) skilled beds and a 50-bed Alzheimer's unit. There are 24 Medicare certified beds in the facility. Each unit has an individual dining room and a well decorated day room with a big screen TV. There is a centralized nursing station on each unit.

A totally committed and comprehensive nursing care program is administered 24 hours a day, seven days a week. ASVH staff offers the best in physical therapy, occupational, speech therapy, and respiratory therapy, rehabilitative work and exercise classes.

The services provided by the Arizona State Veteran Home must adapt to meet the ever-changing health care needs of the population served. Care provided at the Arizona State Veteran Home is based on the most currently accepted knowledge, practices, and technologies implemented through skilled personnel. In all levels of care, interdisciplinary approaches are planned with the resident and/or family to meet his or her needs. Programs are aimed at meeting long-term health care needs and encouraging wellness through preventive and rehabilitative services offered to assist in attaining and maintaining an optimal level of functioning.

Age, disability, or terminal illness should not limit the individual's right to experience life to the fullest extent possible. Despite the complexity of care required and the degree of disability, the Arizona State Veteran Home strives to provide care that promotes the resident's dignity, self-determination, happiness, and well-being in a home-like environment. Basic to the emphasis is fostering the individual to be a self-determining and independent as possible.

The Arizona State Veteran Home is committed to quality care. It is important to anticipate trends in care needs and plan services to meet those trends, evaluate the care provided, research new approaches, and update programming. The Arizona State Veteran Home has the responsibility to share findings with others involved in long-term health care services.

3. **Objective:** The intent of this solicitation is to allow the ADVS to enter into a contract with qualified individuals and/or organizations to provide Nail Technician services for the residents of the Arizona State Veteran Home (ASVH).

The Contractor shall provide Nail Technician Services to ASVH in accordance with the provision and requirements specified in the solicitation. These services will be used on an as needed, if needed basis. Consequently, ADVS does not guarantee the use of any resultant contract or the need for performance of services at the level indicated below.

4. **Scope of Work:**

1. In accordance the Arizona State Board of Cosmetology, Arizona Revised Statutes and the Arizona Administrative Code, the Contractor shall provide comprehensive services, by licensed Nail Technician, based on the customer's request and authorization. Nail Technicians shall focus on providing hair care services to the residents of ASVH.
2. The Nail Technician shall provide the following services, but are not limited to the following:
 - a. Cutting, trimming, polishing, coloring, tinting, cleansing or otherwise treating a person's nails.
 - b. Applying artificial nails.
 - c. Massaging and cleaning a person's hands, arms, legs and feet

	Special Terms and Conditions	Arizona Department of Veterans' Services 4141 N. 3rd Street Phoenix, AZ 85012 Phone : (602) 263-1814
--	-------------------------------------	---

RFQ: VSQ10-166

B. Licenses and Certificates:

1. Contractor shall possess all business licenses and/or certifications required by law to provide Nail Technician Services. The Contractor shall be responsible for verifying current license/certification and to obtain copies for the personnel file. The Contractor shall present licenses and/ or certification on a yearly basis. Providing an employee to ADVS who has a probationary or suspended license may be cause for contract termination.
2. The *Nail Technician* shall have the following licenses/certificates; knowledge and understanding that include, but are not limited to, the following:
 - a. Shall be licensed as a Cosmetologist in the State of Arizona.
 - b. Shall comply with the Arizona State Board of Cosmetology Rules and Regulations.
 - c. Shall comply with the Arizona Administrative Code Statutes governing Cosmetology.
 - d. Shall comply with the Arizona Revised Statutes governing Cosmetology.
 - e. Shall be familiar with the Occupational Safety Health Association (OSHA) regulations.

5. Requirements:

1. All staff assigned to ADVS, pursuant to the agreement shall, for all purposes, be considered employees of the Contractor only. The Contractor shall assume sole and exclusive responsibility for the payment of wages and any benefits to employees providing services to ADVS.
2. The Contractor shall be responsible for providing all personal equipment and supplies required for the delivery of services.
3. The Contractor shall provide services 4 hours per day, a minimum of three (3) days per week, Monday through Friday.
4. The Contractor shall display a valid license to practice cosmetology and/or barber services as issued by the State of Arizona, Arizona State Board of Cosmetology.
5. Contractor shall maintain a neat, sanitary and orderly work area per recognized cosmetology standards. Contractor shall follow the Infection Control and Safety Standards for equipment and supplies. Contractor shall provide Material Safety Data Sheets for chemicals used in the cleaning and sanitizing process.
6. The Contractor shall schedule appointments by providing a sign up sheet for the residents on each unit.
7. The Contractor shall provide a daily log which includes the resident name, services provided, amount, and signature of the resident verifying services provided. The log shall be submitted to ADVS, Financial Services Department at the end of each day. The Contractor will be reimbursed for services at the end of each month.
8. Cancellation: The Contractor shall provide notification of cancellation of services 24 hours in advance.
9. The Contractor shall ensure that all employees assigned to work at ASVH have a T.B. tuberculin screening before commencing work and yearly thereafter. The Contractor can elect to have ADVS provide T.B. screening at no cost to the Contractor. If the Contractor elects to have T.B. screening provided on their own, then the Contractor shall provide results to ASVH on a yearly basis.
10. All personnel assigned must be employees of the Contractor at the time of any specific work assignment to the ASVH. Before making a referral of one of its employees, the Contractor shall assure that the individual being referred has, at a minimum, the qualifications for the required assignment and is able to perform the duties required by the ADVS.
11. The ADVS shall have the right, if necessary, to interview all prospective personnel and to accept or reject any or all, based upon skills required and the background and experience of each individual.

Special Terms and Conditions

RFQ: VSQ10-166

**Arizona Department of
Veterans' Services
4141 N. 3rd Street
Phoenix, AZ 85012
Phone : (602) 263-1814**

12. Personnel provided by the Contractor must follow ADVS rules, including:

- a. No smoking in the work area.
- b. Signing in and presenting positive identification upon reporting for duty.
- c. Interacting cordially with ADVS personnel.
- d. Responding professionally to ADVS supervisory personnel.
- e. Following other State/ADVS rules as required.
- f. Park in ADVS assigned locations when reporting for duty.
- g. Referred personnel shall be immediately productive, requiring minimal training and orientation.

14. Work policies, standards and procedures established by the ADVS shall be followed at all times. The Contractor and his/her employee(s) shall conform in all respects with regard to physical, fire and security regulations while on the premises of the ADVS.

15. ADVS shall provide space, electricity and water to the Contractor, as necessary, for the purpose of rendering services as outlined in the contract. The Contractor shall maintain the shop and supplies to meet guidelines and rules established by the State of Arizona Board of Cosmetology and Barbers.

16. The Contractor shall return a percentage of fess to the Arizona Department of Veterans' Services for the use of existing space and equipment.

6. Notices, Correspondence, Reports, Invoices and Payments:

1. Invoices shall be submitted within thirty (30) days of completion of work. The invoices shall be sent to the following address:

Arizona Department of Veterans' Services
Accounts Payable
4141 N. 3rd Street
Phoenix, AZ 85012
Phone: (602) 512-2948 Fax: (602) 265-3497

The Contractor shall inform ADVS in writing and receive approval prior to initiating any significant changes in procedures related to billing, and Scope of Work.

2. Contract Amendments, Correspondence, Purchase Order inquiries shall be sent to the following address:

Arizona Department of Veterans' Services
Purchasing Office
4141 N. 3rd Street
Phoenix, AZ 85012
Phone: (602) 263-1814 Fax: (602) 222-6687

3. Invoices shall be paid by ADVS within thirty (30) days following receipt of the invoice. In the case of any dispute regarding part of any invoice, ADVS shall pay the undisputed part according to the payment terms described above.

Notices, Correspondence, Reports and Payments from The Department to the Contractor shall be sent to:

Contractor _____

Address _____

•	<p align="center">Special Terms and Conditions</p> <p align="center">RFQ: VSQ10-166</p>	<p align="center">Arizona Department of Veterans' Services 4141 N. 3rd Street Phoenix, AZ 85012 Phone : (602) 263-1814</p>
---	---	---

Address _____

City, State, Zip _____

	<p style="text-align: center;">Price Sheet</p> <p style="text-align: center;">RFQ: VSQ0910-166</p>	<p style="text-align: center;">Arizona Department of Veterans' Services 4141 N. 3rd Street Phoenix, AZ 85012 Phone : (602) 263-1814</p>
--	--	--

1. The Contractor shall be paid at an hourly rate and for the services provided. Attached, Exhibit A is the pricing for the various services to be provided to the ASVH residents.

Description	Hourly Rate
Nail Technician	\$_____ per hour

In the event the State exercises its option to renew the contract for additional periods pursuant to the applicable provisions in the Special Terms and Conditions section of this document, the Contractor should provide the maximum percentages of increase or minimum percentage of decrease for each renewal period in the spaces below. The Contractor is cautioned that the percentages shall be computed against the **ORIGINAL** contract price for each renewal period. If the following blanks are not completed, prices during renewal periods shall be the same as during the original. Further, the Contractor is advised that the State of Arizona does not automatically grant any increase at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

1st Renewal Period _____ % Maximum Increase
2nd Renewal Period _____ % Maximum Increase
3rd Renewal Period _____ % Maximum Increase
4th Renewal Period _____ % Maximum Increase

AUTHORIZED SIGNATURE

DATE



CERTIFICATE OF INSURANCE

**ARIZONA DEPARTMENT OF
VETERANS' SERVICES**
4141 n. 3RD Street
Phoenix, AZ 85012
602-263-1814

RFQ: VSQ10-166

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DEPARTMENT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW, THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS

NAME AND ADDRESS OF INSURANCE AGENCY	A	COMPANY LETTER	COMPANIES AFFORDING COVERAGE
	B		
Name And Address of Insured	C		
	D		

This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this time

Company Letter		Type of Insurance	Policy Number	Policy Expiration Date	Limits of Liability Minimum – Each Occurrence	
	<input type="checkbox"/>	Comprehensive General Liability				
	<input type="checkbox"/>	Premises Operations				
	<input type="checkbox"/>	Contractual				
	<input type="checkbox"/>	Independent Contractors				
	<input type="checkbox"/>	Products/Completed Operations				
	<input type="checkbox"/>	Personal Injury				
	<input type="checkbox"/>	Broad Form Property Damage				
	<input type="checkbox"/>	Explosion & Collapse (If Applicable)				
	<input type="checkbox"/>	Underground Hazard (If Applicable)				
	<input type="checkbox"/>	Comprehensive Auto Liability Including Non-Owned (If Applicable)				
	<input type="checkbox"/>	Umbrella Liability				
	<input type="checkbox"/>	Workmen's Compensation and Employer's Liability				
	<input type="checkbox"/>	Other				

State of Arizona and the Department named above are added as additional insured as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

Name and Address of Certificate Holder:

Date Issued

Authorized Representative

Attachment A: References

RFQ: VSQ10-166

**Arizona Department of
Veterans' Services
4141 N. 3rd Street
Phoenix, AZ 85012
Phone : (602) 263-1814**

**Offeror shall provide a minimum of three (3) references
References shall be users of similar products as described in the solicitation.**

Reference #1:

Company Name: _____

Date of Services Provided: From: _____ To: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____

e-mail address: _____

Reference #2

Company Name: _____

Date of Services Provided: From: _____ To: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____

e-mail address: _____

Reference #3

Company Name: _____

Date of Services Provided: From: _____ To: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____

e-mail address: _____

•	<p align="center">Attachment A: References</p> <p align="center">RFQ: VSQ10-166</p>	<p align="center">Arizona Department of Veterans' Services 4141 N. 3rd Street Phoenix, AZ 85012 Phone : (602) 263-1814</p>
---	---	---

Description		Cost
Standard Manicure		\$ 10.00
Standard Pedicure		\$ 15.00
Change of Polish		\$ 5.00
Toenails Clipped Only		\$ 10.00